

**Ann Arbor Public School Request for Proposal for Moving Buildings Balas  
05-005-860**

**Ann Arbor Public Schools is requesting price proposal to move Ann Arbor Public Schools Instructional Division from Balas II building, 2725 Boardwalk, Ann Arbor, Michigan to Balas I building, 2555 S. State Street, Ann Arbor Michigan and Ann Arbor Public Schools Community Education and Recreation Division from 2765 Boardwalk, Ann Arbor Michigan, 48104 to Eisenhower Center 1500 Eisenhower Place, Ann Arbor, Michigan 48108**

**Overview**

Ann Arbor Public Schools Bond Office will oversee all relocation services work conducted on behalf of Ann Arbor Public Schools Instruction Division and Ann Arbor Public Schools Community Education and Recreation Division. The successful Bidder must meet all requirements.

In this document here after, Ann Arbor Schools Bond Office will be called as AAPS.

**Summary of instructions and conditions for Submitting Bids**

1. *All prices must be firm not to exceed.* Bidders must deliver at prices quoted even in error.
2. Quotations are requested on services specified. If the description of your offer differs in any way, you must give a complete detailed description with your quotation.
3. Unless otherwise stipulated, contracts shall be awarded as a whole at the discretion AAPS.
4. AAPS reserves the right to reject any, part of any, or all proposals.
5. AAPS may waive defects in the form of the proposal when no prejudice will result to the rights of any other.
6. Unit prices shall be entered extended and totaled on all services.
7. Bidders must furnish all information requested on the invitation to bid. If there is not enough space on the bid form, additional sheets may be attached. Each bid must include information required in the RFP. This includes the following:
  - a. Company information
  - b. Pricing sheets
  - c. Proof of insurance
  - d. General information sheet
  - e. Execution of proposal
  - f. Affidavit
  - g. Project specific qualifications
8. Bidders shall examine the premises (origin and destination) and ascertain all conditions affecting the execution of the work. Failure to do so shall not relieve the contractor of responsibility for the full performance of the contract nor shall extra compensation be allowed for conditions disclosed after the receipt of the bids.

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Walk-thoughts will be scheduled for MAY 19, 2005 at 10:30 AM

9. Equal opportunity employment. The contractor shall not discriminate against anyone, including but not limited to any employee or applicant for employment because of age, handicap, race, color, religion, national origin, ancestry or sex. The contractor shall take affirmative action to ensure the applicants are employed without regard to their age, handicap, race religion, national origin, ancestry, or sex. The contractor shall conform to all provisions of law relating hereto.

### **Scope of Project 1**

#### **Project description**

AAPS's Instructional Division is moving to the Building known as Ann Arbor Public School Administration Balas I, 2555 S. State Street. The merge will move approximately 23 employees to level 1st floor. Departments within the Instructional Division are Instruction, Research, and Staff Development . This move may require multiple moves. Additionally, furniture and equipment will also be relocated.

#### **Building Specific Conditions**

##### **Building of origin:**

- Balas II, 2725 Boardwalk, Ann Arbor, Michigan 48104-1188

##### **Destination building:**

- Balas I, 2555 S. State Street, Ann Arbor, Michigan 48104-1188-  
Level 1 and 2 floors

### **Schedule**

Occupancy is scheduled for July 1, 2005

The successful Bidder shall attend one move meeting to ensure coordination of critical tasks and timing for occupancy schedule. A detailed occupancy schedule shall be coordinated with the Bond Project Coordinator upon award of contract to establish move dates. In case of date changes, the successful Bidder will receive notification as soon as possible.

### **Conditions**

#### **General Conditions:**

The successful Bidder must represent that they had an opportunity to examine and carefully examined all specifications, drawings and directions in connection with the work; that the successful Bidder has fully acquainted themselves with known obstructions and other conditions relevant to the work, the site of the work and its surroundings, and is fully aware of any variances between the actual conditions relevant to the work and the same as shown or represented in said specifications, and directions as far as such variances can be determined by an inspection of the site.

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**Qualifications**

The successful Bidder shall represents that they have specific qualifications for doing the work any and all required licenses and shall complete said work the satisfaction of the owner. All site inspections are to be scheduled through AAPS.

**Vendor Authorization**

The successful Bidder agrees to obtain all licenses and permits required by any governing bodies having jurisdiction in the locale of the physical move inclusive of all governmental bodies and the regulations promulgated by such. The successful Bidder affirms that they shall be fully responsible for obtaining all licenses and or permits required to successfully perform its services.

**Interpretation**

If the successful Bidder finds any perceived conflict, error, omissions or discrepancy on the specifications or any of the contract documents, they shall submit a written request to AAPS for an interpretation or clarification.

The successful Bidder shall be responsible for prompt delivery of such requests. The successful Bidder is encouraged to make all requests for interpretation a minimum of four (4) days before due date of this RFP, excluding Saturdays, Sundays and legal holidays. All requests for interpretation of this contract should be sent to AAPS Bond Coordinator.

**Notices**

All notices provided or permitted to be given under the contract must be in writing and may be served by depositing same in United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested; by delivering the same in person to such party; or by prepaid telegram. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the address of the party will be:

Ann Arbor Public Schools Bond Coordinator  
ATTN: Juilanne Chard  
2555 S. State Street  
Ann Arbor, Michigan 48104-1188  
Fax 734-994-1792  
[William2@.aaps.k12.mi.us](mailto:William2@.aaps.k12.mi.us)

**Supplies and Equipment**

The successful Bidder shall be required to estimate the number of crates and supplies required for the move. The successful Bidder shall deliver 10% more crates than estimate. The owner shall be billed only for actual material used. Deliveries are not to exceed those required to complete the relocation of all staff. AAPS Bond Coordinator will supervise all moves and certify the deliveries necessary.

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The following are supplies that will be necessary for this project:

- Plastic crates (Tyga, rent a crate, etc.)
- Speed packs
- Library carts
- CRT carts
- Moving pads/blankets
- Cardboard
- Corner guards
- Four wheeled dollies with rubber bumpers
- Bubble wrap
- Labels in colors requested

**Emergency**

AAPS protocols will be used for all emergencies. A phone list of district emergency staff members may be given to the successful Bidder.

**Safety**

The successful Bidder will be required to review building safety regulations and adhere to all Ann Arbor Public Schools Board of Education safety rules, regulations and protocols while on site.

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1. Estimated Technology Inventory to Move

Estimate	Description
35	CPU's
5	Additional monitors
45	Printers
10	Fax machines
8	Copiers
1	Plotter
2	Voice Mail Machines

2. Furniture

75	Chairs
25	Work tables
3	Couch's
65	Conference room tables
15	Free standing desks
10	Wood tables
115	Storage cabinets
200	Shelving units
150	Assorted file cabinets
6	Miscellaneous Lighting

Other Items/Equipment to be Moved

8	Small refrigerators
2	Full Size Refrigerators
2	Vending Machines
3	Coffee Pots

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**Scope of Project 2- Ann Arbor Public Schools Community Education and  
Recreation Department**

**Project description**

Ann Arbor Public Schools Community Education and Recreation Department, here after known as Rec. & Ed. is relocating approximately 45 employees into a new facility. Additionally furniture and equipment will also be relocated.

Building of origin:

- Balas III 2765 Boardwalk, Ann Arbor, Michigan 48104-1188

Destination building:

- 1500 Eisenhower Place, Eisenhower Center Building #5 Ann Arbor, Michigan 48108

Schedule

Occupancy is scheduled for July 1, 2005

The successful Bidder shall attend one move meeting to ensure coordination of critical tasks and timing for occupancy schedule. A detailed occupancy schedule shall be coordinated with AAPS Bond Office Coordinator upon award of contract to establish move dates. These move dates shall be subject to timely completion of construction of the Pre-School Center. Contractor will receive notification as soon as possible if the dates change.

**Conditions**

General conditions

The successful Bidder must represent that they had an opportunity to examine and carefully examined all specifications, drawings and directions in connection with the work; that the successful Bidder has fully acquainted themselves with known obstructions and other conditions relevant to the work, the site of the work and its surroundings, and is fully aware of any variances between the actual conditions relevant to the work and the same as shown or represented in said specifications, and directions as far as such variances can be determined by an inspection of the site. The successful Bidder represents that they have special qualifications for doing the work, any and all required licenses and shall complete said work to the satisfaction of the owner. All site inspections are to be scheduled through AAPS Bond Office.

**Vendor Authorization**

The successful Bidder agrees to obtain all licenses and permits required by any governing bodies having jurisdiction in the locale of the Physical Move inclusive of all governmental bodies and the regulations promulgated by such. The successful Bidder **affirms** that they shall be fully responsible for obtaining all licenses and or permits required to successfully perform its services.

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**Interpretation**

If the successful Bidder should find any perceived conflict, error, omissions or discrepancy on the specifications or any of the contract documents, they shall submit a written request to Bond Office for an interpretation or clarification.

The successful Bidder shall be responsible for prompt delivery of such requests. The successful Bidder is encouraged to make all requests for interpretation a minimum of four (4) days before request for quotation due date, excluding Saturdays, Sundays and legal holidays. All requests for interpretation of the contract shall provide a copy of his request to AAPS Bond Coordinator.

**Notices**

All notices provided or permitted to be given under this contract must be in writing and may be served by depositing same in United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested; by delivering the same in person to such party; by prepaid telegram, or facsimile copy transmission. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the address of the party will be:

Ann Arbor Public School Bond Coordinator  
Address 2555 S. State Street  
Ann Arbor, MI 48104-1188  
Phone 734-997-1879 or 994-2238  
Fax 734-994-1792

**Supplies and Equipment**

The successful Bidder shall be required to estimate the number of crates and supplies required for the move. The successful Bidder shall deliver 10% more crates than estimate. The owner shall be billed only for actual material used. Deliveries are not to exceed only those required to complete the relocation of all staff. AAPS Bond coordinator supervising all moves will certify the deliveries necessary.

The following are supplies that will be necessary for this project:

- Plastic crates (Tyga, rent a crate, etc.)
- Speed packs
- Library carts
- CRT carts-All computer equipment must be loaded into CRT cart and the cart must be shrink-wrapped when loaded. Only equipment that may not fit on CRT carts (ie: 21" monitors) may be packed in speed packs with adequate moving pads as protection.
- Moving pads/blankets
- Cardboard
- Corner guards

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- Four wheeled dollies with rubber bumpers
- Bubble wrap
- Masonite (new)
- Picture cartons
- Labels in color requested



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**Emergency**

AAPS Board of Education protocols will be used for specific requirement

**Safety**

The successful Bidder will be required to review Ann Arbor Public Schools building safety regulations and adhere to all Ann Arbor Public School Board of Education safety rules, regulation and protocols while on site.

**Rec. & Ed. Inventory to Move**

1. Estimated Technology Inventory to Move

Estimate	Description
50	CPU's
5	Additional monitors
40	Printers
3	Fax machines
8	Copiers
2	Voice Mail Machines
60	Assorted playroom Equipment

2. Furniture

175	Chairs
35	Work tables
3	Couch's
25	Conference room tables
35	Free standing desks
25	Wood tables
75	Storage cabinets
60	Shelving units
100	Assorted File Cabinets
10	Miscellaneous Lighting

3. Other Items/Equipment

	Small refrigerators
	Coffee makers

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### **Emergency**

AAPS Board of Education protocols will be used for specific requirements

### **Safety**

The successful bidder will to be required to review Ann Arbor Public Schools Building Safety regulations and adhere to all Ann Arbor Public Schools Board of Education Safety rules, regulation and protocols while on site.

### **Indemnification/Damages**

The successful Bidder affirms that they shall be responsible to the fullest extent permitted by laws and regulation for the intentional or negligent acts, errors and omissions of its employees, agents and consultants and shall fully indemnify, defend and hold harmless Ann Arbor Schools, Ann Arbor Public Schools Board of Education, Ann Arbor Public School Community Education and Recreation Department, Ann Arbor Public Schools Instructional Division its directors, officers and employees from any and all claims, liability, suits, damages, losses and expenses, direct or consequential, arising out of or resulting from the work. If the owner suffers or if property is damage because of any act of the successful Bidder, anyone employed by them or occasioned through the use, maintenance and operation of contractors' vehicles or other equipment, then the successful Bidder shall be liable for full replacement value for such damage or may repair the damages at the discretion of the owner. The successful Bidder shall make good any such damages, injury or loss except such as may be directly due to errors in the contract documents or caused by agents or employees of Ann Arbor Public Schools. Damages to landscape and roads are included in this provision. Claims under this clause shall be made in writing to the party liable within a reasonable time at the observance of such damage or and not later than the time of the final payment except as expressly stipulated otherwise in case of faulty work or materials and shall be adjusted by agreement or arbitration.

### **Insurance**

#### **Liability**

The bid shall contain information regarding standard insurance coverage for contents damaged during the move and as an option, information regarding full replacement coverage for contents damaged during moving. The bid shall contain information for additional insurance coverage as noted:

**Liability Limit: \$2,000,000**

#### **Workers compensation**

The successful Bidder shall provide workers compensation coverage with statutory limits as required by law. The successful Bidder shall provide Ann Arbor Schools Board of Education with a certificate verifying participation and limits.

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**Certificates**

The successful Bidder shall furnish insurance certificated to Ann Arbor Public Schools Bond Office prior to the commencement of work and shall keep the policies in force at all times during the term of agreements. Two certificated of insurance are to be provided first naming **Ann Arbor Public School Board of Education as additional insured and the second naming Ann Arbor Public Schools and Ann Arbor Board of Education additional insured.**

**Staffing Issues**

**Performance qualifications and staffing**

- The successful Bidder shall present evidence and references stating that staff are experienced and fully qualified to perform the services described herein. All staff used by the successful Bidder in the performance of its services shall be qualified by training and experience to perform their assigned task; as a result, the successful Bidder shall not utilize temporary laborers. Temporary is defined as coming from an outside labor agency.

**Performance of Work**

The successful Bidder agrees to perform work timely, diligently and to the reasonable satisfaction of Ann Arbor Public Schools and in an efficient and economical manner consistent with the best interest of the parties. The successful Bidder shall use their best judgment and shall perform all services in accordance with the highest standard. The successful Bidder agrees to re-perform, at no additional charge, any work that in the reasonable opinion of AAPS does not meet the foregoing standard. If AAPS deems it expedient to correct work not performed in accordance with the contract, the difference in value or fair allowance for the corrected work shall be deducted from the contract price. The successful Bidder and AAPS agree that the foregoing standard of care shall govern all services to be provided by the successful Bidder under this contract. The successful Bidder accepts the relationship of trust and confidence established between them and AAPS by the contract

In the event the successful Bidder is unable to perform as required because of a catastrophic event, they shall identify an affiliate that can act as a backup.

**Attire**

Each employee of the successful Bidder shall be uniformly attired in the same type and color uniform. Plainly lettered identification of the company and individual shall be used to assure and maintain the security of the

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premised. Any employee of the successful Bidder who is not in uniform is subject to immediate dismissal. The successful Bidder is responsible for their immediate replacement.

### **Ann Arbor Public Schools Relocation Representatives**

It shall be incumbent upon AAPS Bond Coordinator to notify the successful Bidder when to begin and when work must be complete but shall not superintend so as to relieve the successful Bidder of any responsibility or of any consequence resulting from neglect or carelessness by them or their subordinates.

As a result AAPS shall be responsible for the following:

- a. Preparing the move schedule and related activities.
  - i. Scheduling building clearances and authorizations.
  - ii. Supervising all activities
- b. Tagging all furniture and /or equipment to be moved.
- c. Scheduling delivery and placement of packing materials by the successful Bidder.
- d. Accompanying mover on premises inspections.
- e. Providing directional signage from freight elevator(s) out for the successful Bidder.
- f. Providing packing and moving instructions for the Ann Arbor. Public Schools employees.
- g. Posting of furniture layout in each room utilizing re-used furniture.
- h. Having personnel on site at both locations to answer questions.
- i. Authorizing changes on behalf of Ann Arbor Public Schools.
- j. Performing final walk through to verify move out is complete.
- k. Performing final walk-through at new location to verify all items have been properly placed.
- l. Coordination of other vendors involved in the move.
- m. Chairing move meetings.

### **Contractors Project Manager**

The successful Bidder shall provide a project manager who shall become thoroughly familiar with the project. The project manager shall plan and determine how to organize the contractor's resources; timing and specific move equipment to meet the schedule. This must be done within the framework of available elevators, building access and specific start and stop times. The project manager shall attend planning meetings with the move team when requested starting with the award of this contract and continuing through the last move. The project manager shall be present

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during all work or arrange for an alternate with equal qualifications throughout the project.

### **Submission Format and Specific Requirements**

#### **Inspection of site**

The successful Bidder shall be responsible for inspecting the property to be moved and all facilities. Scheduled access can be arranged with AAPS Bond Coordinator. The successful Bidder shall acquaint themselves with conditions at all location so that proper and sufficient equipment and labor is provided for orderly, timely and efficient movement of property. The successful Bidder shall not be relieved from the responsibility of properly estimating the difficulty, time and cost of performing the services required because of failure to investigate the conditions or to become acquainted with all information concerning the services to be performed.

The successful Bidder shall be responsible to perform an inspection walk-through of both the origin and destination facilities with AAPS. All damage to the building equipment and furniture shall be recorded and forward to AAPS Bond Coordinator. After the move is complete, the successful Bidder and AAPS Bond Coordinator shall do a post-move walk through and any damage to the facilities and furniture shall be the responsibility of the successful Bidder. The successful Bidder shall supply and install all necessary protection material as required by the building management.

#### **Protection**

The successful Bidder shall continuously maintain adequate protection of the property and the various buildings both interior and exterior (including site improvements such as sidewalks, landscaping and parking lots) from injury or loss in connection with the contract. The successful Bidder shall provide and maintain passageways, lights and other facilities for protection as required by public authority and/or local conditions including but not limited to:

Corner guards-wall corners and elevator facing

Elevators- all passenger compartments must have complete wall protection and floor (if required)

Designated doors in the new building must be wrapped in cardboard

Carts and dollies must have rubber bumper protectors

Masonite in areas designated by AAPS.

#### **Coordination of Tasks**

Should the work, through no fault of the owner, fail to progress according to the move and occupancy schedules, additional men and equipment shall be added to work per weekday or weekend, as required to speed up the progress until the work is back on schedule. No additional compensation shall be allowed. It is the successful Bidder's responsibility

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to properly plan and have the correct amount of workers and equipment on the job site to meet the schedule.

Construction of the facility, new furniture delivery and installation, electrical, data, multimedia and communications wiring are under separate contracts. This contract is for moving purpose only. Cooperation with other vendors who are working under separate contracts is fully expected in an expeditious manner. The successful Bidder shall fully cooperate with these vendors and shall plan in advance their work to provide a smooth transition during the physical move process.

**\*Submission Format**

Each submission shall be submitted in accordance to the following instructions provided and sealed in an envelope clearly marked as a bid, indicating the project name on the envelope. Additional sheets can be utilized if needed. These forms are located under Section 2- Bid submission forms

- General information sheet
- Execution of proposal
- Project special qualifications
- Affidavit
- Scope 1 Pricing sheet-
- Scope 2 Pricing sheet

**Change in the Bid Amount**

Any change to a previously submitted bid shall be made in writing and must be received by AAPS before the time scheduled for the bid opening due date. Changes shall not reveal the bid amount, but shall provide an amount to be added or subtracted from the bid amount, such that the final bid amount can be determined only after the sealed envelope is opened.

**Submission Deadline**

**Submit two sealed copies of each proposal in an 8 ½" x 11" format to be received no later than 2:00 PM (EDST) on May 25, 2005.**

**All proposals to be submitted to:**

**Ann Arbor Public School Bond Office  
Attn: Julianne Chard, Bond Director  
2555 S. State Street  
Ann Arbor, MI 48104-1188**

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**Pricing Structure**

**Total Not to Exceed Prices**

The unit prices quoted herein shall remain firm through out the contract period. Actual payments shall be based on unit pricing quoted. The award shall be primarily evaluated on the basis of the not to exceed guarantee of the work. This shall be the guaranteed maximum amount that the successful Bidder shall charge respectively to Ann Arbor Public Schools to satisfactorily complete the total work contemplated by these specifications. There shall be no provisions for additional charges except if is be incurred due to circumstances outside the control of the successful Bidder and could not have been forecasted by prudent pre-bid analysis of the project. Any such additional charges must be completely documented by the successful Bidder and accepted by the owner prior to payment.

**Breakdown of Charges**

A separate total not to exceed price shall be submitted for Ann Arbor Instructional Division and Ann Arbor Public Schools Community Education and Recreation (in the same envelope). The proposal shall indicate a price for the entire scope pursuant to the specifications set forth in this document. Payment upon satisfactory work completion shall be for the lesser of either "actual time charges or not to exceed price".

Additional charges for actual hours and material over original quotation shall be paid should there be changes in the original plan. If such changes are required, the owner must agree in advance of the additional expenses being incurred.

**Claims for Extra Cost**

If the successful Bidder claims that any instructions, by drawings or otherwise, involve extra cost under this contract, they shall give Ann Arbor Public Schools written notice thereof with a reasonable time after the receipt of such instructions and before such work is performed, except in emergency endangering life and property.

Payment for extra work shall be made only when such work is ordered and agree on in writing. Requests for payment on extra work shall be accompanied by evidence of such written orders

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**Termination**

AAPS may upon three (3) days written notice, terminate the requirement of the successful Bidder's services under the change order, in which case the successful Bidder shall be entitled only to that compensation earned under the terms of the change order for (a) basic services performed (b) additional services performed with prior approval in accordance with the schedule of fees and expenses for such additions services and (c) reimbursable expenses incurred. AAPS shall not be liable for and shall not be required to make payments to the successful Bidder directly or on account of claims by the successful Bidder's subcontractors for loss of anticipated profit, unabsorbed overhead, interest on claims, facilities and equipment rearrangement costs or rental, unamortized depreciation costs and general and administrative burden charges for termination of this order.

Within sixty (60) days from the effective date of termination, the successful Bidder shall submit a comprehensive accounting of all costs incurred to AAPS with sufficient supporting detail to permit 's audit and shall thereafter promptly furnish supplemental and supporting information, as AAPS should request. AAPS and its agents shall have the right to examine and audit all books records, facilities, work, material, inventories and other items relating to any termination claim of the successful Bidder. Payments for such basic services, additional services and reimbursable expenses shall be made upon receipt and validity of charges submitted.

**Invoicing**

All invoices shall be mailed in duplicate to Ann Arbor Public Schools Business Services for review and evaluation. The invoices shall contain a detailed breakdown of all work performed. Invoices are required no later than thirty (30) days after the completion of the project. Once the invoices have been received and evaluated AAPS Bond Coordinator shall submit a request for payment.

**Section 2- Bid submission forms**

- General information sheet
- Execution of proposal
- Project special qualifications
- Affidavit
- Pricing sheet- AAPS
- Pricing sheet AAPS



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**ADDITIONAL TERMS AND CONDITIONS  
REGARDING BIDS SUBMITTED TO  
THE PUBLIC SCHOOLS OF THE CITY OF ANN ARBOR**

1. Bids Received – Bids are considered received by the Public Schools of the City of Ann Arbor (“AAPS”) when they are date/time stamped by the Purchasing and Business Support Services Office or the department requesting the quotation(s). Bidders are responsible for making sure that bid proposals arrive at the specified location on or before the bid-opening deadline. Facsimile bids shall not be accepted. No bid received after the bid-opening deadline will be considered.
2. Warranty – Specific warranty information on parts, material and labor must be included with any bid submitted by Bidder. All equipment and supplies shall be warranted by the bidder for a period of at least one (1) year against defects in design, materials and workmanship. The warranty period shall start on the later of the date of the completion of delivery or the date of completion of installation, and during such warranty period all costs for parts and labor for repairs shall be borne by the Bidder.
3. Condition of Equipment – All equipment, supplies and materials shall be new and free from corrosion, scratches, or other such defects which present an other than new appearance and functionality.
4. Equipment Quantities – AAPS, in its sole discretion, reserves the right to increase or decrease reasonable quantities by ten percent (10%) without affecting the bid price per unit.
5. Equipment Design – Unless otherwise agreed in writing by the parties, all equipment shall be of current design and manufacture and shall reflect the latest advances in the state of the art to insure against early obsolescence. All equipment shall meet latest OSHA and MI-OSHA standards.
6. Equipment, Supplies and Materials Standards – Where one certain kind, type, or brand of manufacturer of equipment or materials is referenced; it is done to indicate the type of equipment desired and to establish the minimum acceptable standards of quality, performance, design, and efficiency. This shall not be construed to mean that the certain type or brand indicated is the only one acceptable. Other goods meeting or exceeding these standards will be given equal consideration unless otherwise noted.
7. Instruction & Operation – Appropriate instruction manuals, service manuals, and parts lists (collectively, “materials literature”) for all equipment furnished by Bidder will be required at such time as any equipment is delivered to AAPS. On-site instruction by Bidder for Ann Arbor Public School personnel who shall use the equipment will be required within one week of delivery of such equipment. Bidder shall provide two (2) follow-up instructional visits, if requested by AAPS, within 120 days of acceptance of the

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equipment. AAPS shall not be charged for any materials literature or instruction service.

8. Delivery – In the event a good or service to be supplied by the Bidder is not delivered on the date specified on AAPS purchase order, such failure shall entitle AAPS to refuse acceptance of further deliveries of goods or to cancel its contract with Bidder in whole or in part. All goods provided by Bidder must be delivered to AAPS between the working hours of 8:00 a.m. and 3:00 p.m.

9. Freight Terms – F.O.B. delivered to stated location in Ann Arbor. The exact quantities of the various goods to be delivered to each location will be covered by separate purchase order for each location to be issued to Bidder.

10. Payment Terms. Payment shall be made by AAPS within thirty (30) days of the latest of the date of the completion of delivery, the date of completion of installation of Bidder's goods, or the date of the receipt of an original invoice at P.O. Box 1188, Ann Arbor, MI 48106.

11. Bid Selection – Bidder acknowledges that AAPS shall select those bids by item that it considers to be in AAPS' best interest. AAPS reserves the right to (1) award a bid by line item, (2) accept or reject a bid in whole or in part, (3) qualify or disqualify bidders on the basis of available information pertaining to the suitability of the goods bid, and (4) delete a Bidder from the AAPS list of approved vendors if the Bidder does not comply with these Additional Terms and Conditions or does not respond to a Request for Quotation ("RFQ") with either a bid or a "no bid" response.

12. Meeting Specifications & Alternate Bids – Bidder shall submit bids which meet the bid specifications. Bids, which do not meet specifications, must be marked "Alternate". Any deviations from AAPS' bid specifications must be noted in order for the Alternate Bid to receive consideration.

13. Bid Bond – Security in the form of a certified check, cashier's check, or bid bond is required in the amount of at least 5% of the total amount of construction bids in excess of the amount specified in M.C.L § 380.1267 or the comparable provision of future law. For non-construction bids, it is applicable only when the "Bid Bond Required" box is checked on page 1 of the RFQ. All bond surety companies utilized by Bidder must be licensed in the State of Michigan.

14. Non-Collusion – Bidder certifies that its bid has not been made or prepared in collusion or cooperation with any other bidder, or representative thereof, and the prices, terms, or conditions of the bid have not been communicated by or on behalf of Bidder to any other bidder or potential bidder and will not be so communicated to any other bidder or potential bidder prior to the official opening of this bid. This certification may be treated for all purposes as if it were a sworn statement made under oath, subject to the penalties for perjury.

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15. Compliance with Regulations. Bidder shall comply with the following:

- (a) Nondiscrimination. Bidder, Bidder's contractors and subcontractors may not discriminate against any employee or applicant for employment because of race, creed, color, gender, national origin, or age except where based on a bona fide occupational qualification.
- (b) Disclosure of Conflicts of Interest. Bidder must disclose in writing whether, to its actual knowledge, any member of the AAPS Board of Education or any AAPS employee or member of the immediate family or a member of the AAPS Board of Education or the AAPS employee possesses a Financial Interest in Bidder or receives a benefit, bonus, commission, payment, consideration, or item of value from Bidder as a result of the transaction of business with AAPS. Such written disclosure must be submitted to AAPS by Bidder with its initial bid. If such conflict of interest is discovered subsequent to the submission of Bidder's bid, written disclosure must be submitted to AAPS within seven (7) business days of discovery. AAPS reserves the right to immediately terminate any contract with a Bidder upon the notification of a conflict of interest. Upon such termination, AAPS shall compensate Bidder only for the value of any goods or services provided to AAPS prior to such termination.

Addendum:

Competitive bids for construction of a new school building, or addition to or repair or renovation of an existing school building, shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the board of education or the superintendent. The board of education shall not accept a bid that does not include this sworn and notarized disclosure statement (Refer to the Revised School Code Section 1267 effective July 21, 2004).

- (c) Definitions. For purposes of this Section 15, the following definitions apply:
  - (i) A "Financial Interest" shall be defined as a relationship wherein (1) an AAPS employee or a member of his or her immediate family is a partner, member, director, or officer of the Bidder or (2) the AAPS employee or his or her family member owns not less than one percent (1%) of any class of stock in the Bidder or an amount of stock having a total market value in excess of \$25,000.00.
  - (ii) "Domestic Partner" shall be defined as provided in Chapter 110 of the City Code of the City of Ann Arbor, as the same may be amended from time to time.
  - (iii) "Immediate family" shall be defined as a spouse, the in-laws of a spouse, parent, the in-laws of a parent, child, the in-laws of a child, sibling,

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the in-laws of a sibling, grandparent, the in-laws of a grandparent, aunt, the in-laws of an aunt, uncle, the in-laws of an uncle, first cousin, the in-laws of a first cousin, the domestic partner, or any of the foregoing familial relations listed herein of the domestic partner of an AAPS employee.

16. Purchase Order Requirements. Any contract arising out of the bidding process shall become operative only upon the issuance of a written purchase order containing the signatures of the then current AAPS Directors of Purchasing & Business Support Services and Finance. Every purchase order over the then existing State Bid Index Limit, as defined under the applicable state law and as the same may be amended from time to time, must be in writing and include a valid AAPS Board of Education annex number which may be obtained from the Board of Education Office.

17. Invoices. All original invoices sent by Bidder to AAPS must reference the identification number from the corresponding purchase order. All of Bidder's original invoices shall be sent to AAPS at: P.O. Box 1188, Ann Arbor, Michigan 48106.

18. Force Majeure – If the performance of any obligation of AAPS is prevented, delayed or in any way interfered with by force majeure, act of God, natural disaster, fire, flood, explosion, earthquake, epidemic, quarantine, restriction, serious accident, any act of government, insurrection, riot, strike, labor trouble, shortage of material or any other cause beyond the control of AAPS, AAPS may, at its sole option, suspend performance or cancel its obligations without liability for loss, provided AAPS informs the Bidder immediately in writing of its inability to carry out the terms of its obligations. In no event will AAPS be responsible for consequential or special damages on account of such suspension of performance or canceling of obligations.

19. Default by Bidder and Ann Arbor Public Schools Remedies. In the event that Bidder defaults by failing, at any time, to comply with its obligations under the terms of any contract with AAPS, then AAPS reserves the right to immediately terminate any and all contracts with Bidder in whole or in part upon failure of Bidder to correct such default(s) within ten (10) days after written notice by AAPS to Bidder reasonably identifying such default(s) and the action(s) needed to correct such defaults. Such right of termination is in addition to any other rights provided to AAPS under law or equity.

20. Preemption. In the event of conflicting provisions among the purchase order, AAPS' bid specifications, the RFQ, these Additional Terms and Conditions, or Bidder's bid documents, provisions from the following documents will control in the order listed herein: (a) the purchase order, (b) the bid specifications, (c) the RFQ, (d) these Additional Terms and Conditions, and (e) the Bidder's bid documents.

21. Effect of Price Quotes. Any price quotes provided by Bidder for its goods shall be treated as for informational purposes only and not as an offer. AAPS shall be treated as the offeror in all contracts between AAPS and Bidder.

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22. Assignment. Bidder shall not have the right to assign or otherwise transfer its rights and obligations under the RFQ, these Additional Terms and Conditions, the purchase order, or the bid specification, except with the prior written consent of AAPS. Any prohibited assignment shall be null and void.

23. Notices. Notices permitted or required to be given hereunder shall be deemed sufficient if given by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective addresses of the parties at first above written or at such other addresses as the respective parties may designate by like notice from time to time. Unless specified otherwise herein in connection with any particular notice, notices so given shall be effective upon receipt by the party to which notice is given.

24. Amendment. The RFQ, these Additional Terms and Conditions, the purchase order, the bid specifications, or the Bidder's bid documents shall not be deemed or construed to be modified, amended, rescinded, canceled or waived, in whole or in part, except by written amendment signed by the parties hereto. Such amendment shall be effective only upon issuance by AAPS of a revised purchase order and the conveyance of the same to the Bidder.

25. Severability. In the event that any of the provisions of the RFQ, these Additional Terms and Conditions, the purchase order, the bid specifications, or the Bidder's bid documents are in conflict with any rules of law or statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such provisions shall be deemed stricken.

26. Governing Law. Each contract between AAPS and the Bidder shall be governed under the laws of the State of Michigan.

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